

received
4-26-16

PREPARED BY:

Invenergy Wind LLC
Attn: Joseph Condo
One South Wacker
Drive
Suite 1900
Chicago, IL 60606
312-224-1400

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Invenergy Wind Development LLC
c/o Invenergy LLC
Attn: Land Administration
One South Wacker Drive
Suite 1900
Chicago, IL 60606

MEMORANDUM OF WIND LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF WIND LEASE AND EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of March 31, 2016 (the "Effective Date"), between **Allan K. Bentley and Debbie K. Bentley, husband and wife**, (together with its successors, assigns and heirs, "Owner"), whose address **85167 523rd Ave., Neligh, NE 68756** and Invenergy Wind Development LLC, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), whose address is One South Wacker Drive, Suite 1900, Chicago, IL 60606, with regards to the following:

1. Owner and Grantee did enter into that certain Wind Lease and Easement Agreement of even date herewith (the "Agreement"), which affects the real property located in *Antelope* County, as more particularly described in Exhibit A attached hereto (the "Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. The Agreement grants certain easements that benefit Grantee, and among other things, contains certain additional terms regarding payments to be made by Grantee to Owner, rights of Grantee and Owner to terminate the Grant of Easements, compliance with governmental requirements, representations and warranties by Grantee and Owner to each other, third party use restrictions, prohibition on the Owner disturbing, obstructing or interfering with the wind speed or wind direction over any portion of the Property or any portion of the air space above the Property, and other matters.

3. The Agreement shall commence on the Effective Date and continue until the twenty-fifth (25th) anniversary of the earlier of (i) the date seven (7) years thereafter, or (ii) the date on which Grantee begins selling electrical energy generated by all of the wind turbines to be included in the Project (as

defined in the Agreement) to a third party power purchaser, regardless of whether Windpower Facilities are installed on the Property, and may be extended for an additional period of twenty-five (25) years at Grantee's option in accordance with the terms specified in the Agreement.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. The terms, conditions and covenants of the Agreement are set forth at length in the Agreement and are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

5. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.

6. Owner shall have no ownership, lien, security or other interest in any Windpower Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Windpower Facilities at any time.

7. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

8. This Memorandum is an "abstract" as referred to in Neb. Rev. Stat. § 66-911.01.

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

GRANTEE:

Invenergy Wind Development LLC
a Delaware limited liability company

By: Michael Baird
Name: Michael Baird
Title: Vice President

STATE OF Colorado §
§
COUNTY OF Arapahoe §

This instrument was acknowledged before me on the 4 day of April, 2016, by
Michael Baird, Vice President of Invenergy Wind Development LLC, a Delaware limited liability
company, on behalf of said company.
[Stamped Notary Seal]



Emily Kobylarczyk
NOTARY PUBLIC IN AND FOR
THE STATE OF Colorado

EXHIBIT A

Description of the Property in Antelope County, Nebraska

Parcel Number	Owner	Description	Acres
000451501	Allan K. Bentley	6-25-6 N2SE4SE4NE4 & S 50' NE4SE4NE4 5.94 AC NELIGH TWSP	5.94
		Total	<hr/> 5.94

STATE OF NEBRASKA }
ANTELOPE COUNTY } 2014-01218
Entered on Numerical Index and filed for
record the 24 day of September A.D. 2014
at 02:44 o'clock PM Recorded in Book 61 of
MISC Page 586-590
Carolyn Pedersen, County Clerk

\$34.00 Invenergy LLC
Electronically Recorded

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MEMORANDUM OF WIND LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF WIND LEASE AND EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of 18 March, 2014 (the "Effective Date"), between Donald J. Rutjens Trust and Laura A. Rutjens Trust, (together with its successors, assigns and heirs, "Owner"), whose address is 84270 536Ave., Tilden, NE 68781 and Invenergy Wind Development LLC, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), whose address is One South Wacker Drive, Suite 1900, Chicago, IL 60606, with regards to the following:

1. Owner and Grantee did enter into that certain Wind Lease and Easement Agreement of even date herewith (the "Agreement"), which affects the real property located in Antelope and Pierce County, as more particularly described in Exhibit A attached hereto (the "Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
2. The Agreement grants certain easements that benefit Grantee, and among other things, contains certain additional terms regarding payments to be made by Grantee to Owner, rights of Grantee and Owner to terminate the Grant of Easements, compliance with governmental requirements, representations and warranties by Grantee and Owner to each other, third party use restrictions, prohibition on the Owner disturbing, obstructing or interfering with the wind speed or wind direction over any portion of the Property or any portion of the air space above the Property, and other matters.
3. The Agreement shall commence on the Effective Date and continue until the twenty-fifth (25th) anniversary of the earlier of (i) the date five (5) years thereafter, or (ii) the date on which Grantee begins selling electrical energy generated by all of the wind turbines to be included in the Project (as

EXHIBIT A

Description of the Property in Antelope County, Nebraska

Parcel Number	Owner	Description	Acres
000454000	Donald J. Rutjens, Trust	10-25-6	157.58
000318000	Laura A. Rutjens, Trust	1-24-5	290.62
Total			448.20

Legal Description

The Southwest Quarter (SW1/4), -TR, of Section 10, Township 25, Range 6, Antelope County, Nebraska

The North Half (N1/2), of Section 1, Township 24, Range 5, Antelope County, Nebraska

Description of the Property in Pierce County, Nebraska

Parcel Number	Owner	Description	Acres
700034454	Donald J. Rutjens, Trust	28-25-4	160.00
Total			160.00

Legal Description

The Northeast Quarter (NE1/4), of Section 28, Township 25, Range 4, of Pierce County, Nebraska